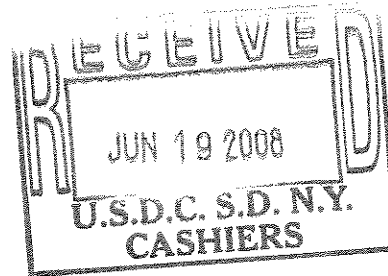


JUDGE ROBINSON  
MICHAEL J. GARCIA  
United States Attorney for the  
Southern District of New York  
By: KATHLEEN A. ZEBROWSKI  
Assistant United States Attorney  
86 Chambers Street  
New York, New York 10007  
Telephone No.: (212) 637-2710  
Fax Number : (212) 637-2717

08 CV 5533  
FILE COPY

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



-----X  
UNITED STATES OF AMERICA,

Plaintiff,

- v. -

LLOYD KEYES,

Defendant.  
-----X

:  
:  
:  
:  
:  
:  
VERIFIED COMPLAINT  
08 Civ.

Plaintiff United States of America (the "United States"), by and through its attorney, Michael J. Garcia, United States Attorney for the Southern District of New York, alleges upon information and belief that:

1. Jurisdiction is conferred on this Court pursuant to 28 U.S.C. § 1345.
2. Defendant, Lloyd Keyes (the "defendant") resides at 47 Kennedy Drive, West Haverstraw, New York 10993, within the Southern District of New York.

FIRST CAUSE OF ACTION

3. Defendant applied for and received student loans from the lender whose name is set out in the defendant's promissory notes evidencing the loans, copies of which are annexed hereto as Exhibit A and incorporated herein (the "notes").

4. Defendant defaulted on the notes and owes the amount the notes and interest.

5. The United States is the assignee and present holder of the notes.

6. The amount due and owing plaintiff by defendant on the notes is \$15,793.77, plus interest in the amount of \$12,414.97, as of June 12, 2008 (with interest accruing thereafter at the rate of 8.02 percent per annum on the principal balance of \$11,122.43, and at the rate of 8.20 percent per annum on the principal balance of \$4,671.16). Certificates of Indebtedness from the United States Department of Education are annexed hereto as Exhibit B and incorporated herein.

### SECOND CAUSE OF ACTION

7. Plaintiff repeats and realleges the allegations contained in paragraphs numbered one through six.

8. Plaintiff insured the notes pursuant to Title IV of the Higher Education Act of 1965, Public Law 89-329.

9. The lender made an insurance claim on the United States for the amount of the lender's loss arising from the defendant's default on the notes, which claim has been paid by the United States to the lender.

10. Plaintiff is entitled to be indemnified by defendant in the amount of \$28,208.74 as of June 12, 2008 (with interest accruing thereafter at the rate of 8.02 percent per annum on the principal of \$11,122.43, and at the rate of 8.20 percent per annum on the principal balance of \$4,671.34).


WHEREFORE, plaintiff demands judgment against defendant in the amount of \$28,558.74 plus interest as provided by law to the date of judgment and interest from the date of judgment at the legal rate until paid in full, together with costs and disbursements and for such other and further relief as this Court deems just and proper.

Dated: New York, New York

June 17, 2008

MICHAEL J. GARCIA  
United States Attorney for the  
Southern District of New York  
Attorney for the Plaintiff


By:

  
KATHLEEN A. ZEBROWSKI  
Assistant United States Attorney  
86 Chambers Street  
New York, New York 10007  
Telephone No.: (212) 637-2710

VERIFICATION

STATE OF NEW YORK )  
COUNTY OF NEW YORK : ss.:  
SOUTHERN DISTRICT OF NEW YORK )

KATHLEEN A. ZEBROWSKI, being duly sworn, deposes and says that she is an Assistant United States Attorney in the office of Michael J. Garcia, United States Attorney for the Southern District of New York, that she has read the foregoing complaint, and that the same is true and accurate to the best of her knowledge and belief.

  
KATHLEEN A. ZEBROWSKI  
Assistant United States Attorney

Sworn to before me this 17<sup>th</sup>  
day of June, 2008

  
NOTARY PUBLIC

KATHY TAYLOR  
Notary Public, State of New York  
No. 01TA5077230  
Qualified in Kings County  
Commission Expires May 5, 2011

EXHIBIT A



**William D. Ford Federal Direct Loan Program**  
Federal Direct Consolidation Loan

OMB No. 1840-0693  
Form Approved  
Exp. Date 6/30/96

**Authorization to Release Information**

**Borrower Instructions:** In order for the loan holder(s) you have identified in Section D of your Application and Promissory Note to release information about your education loan(s), you need to sign the release below. This release is required to allow consolidation of your education loan(s). Failure to sign the release will prevent the processing of your application. Include the release with your completed Application and Promissory Note when you submit it to the Direct Loan Servicing Center.

**To My Holders/Servicers:**

I hereby authorize you to release to the U.S. Department of Education or its agent any information required to consolidate my education loan(s) pursuant to the Higher Education Act of 1965, as amended. A copy of this authorization may be deemed an original.

Your prompt reply and cooperation will help to expedite my Federal Direct Consolidation Loan. Thank you.

Lloyd Melvin Keyes

Borrower's Name Printed

100-58-3368

Social Security Number

Lloyd M. Keyes

Signature of Borrower

5/29/96

Date

Spouse's Name Printed

(only if Section B is completed on Application and Promissory Note)

Social Security Number

Signature of Spouse

(only if Section B is completed on Application and Promissory Note)

Date

IMAGE-RECORDS  
JUN 05 1996  
100

## REPAYMENT PLAN SELECTION

Borrower:

LLOYD KEYES

~~32 CLINTON ST~~ 70 Bridge Street Apt. B  
HAVERSTRAW, NY 10927 ~~Garnerville N.Y.~~ 10923

SSN: 100-58-3368

Family Size: 1

Adjusted Gross Income: \$0

ICR	ICR Limited	Standard	Extended	Graduated
			X	

IMAGE-RECORDS  
JUN 05 1996  
100



# William D. Ford Federal Direct Loan Program

## Federal Direct Consolidation Loan

OMB No. 1840-0693  
Form Approved  
Exp. Date 6/30/96

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

### Application and Promissory Note

#### Section A: Borrower Information

1. Last Name <b>Keyes</b>	First Name <b>Lloyd</b>	Middle Initial <b>M</b>	2. Social Security Number <b>100-58-3368</b>
3. Permanent Street Address (if P.O. Box, see instructions) <b>90 Bridge Street Apt. B</b>		4. Former Name	5. Home Area Code/Telephone Number <b>(914) 429-9000</b>
City <b>Garnerville</b>	State <b>N.Y.</b>	Zip Code <b>10923</b>	6. Driver's License Number (first state abbreviation first) <b>N.Y. 963 032 352</b>
7. Date of Birth <b>2-2-73</b>	8. Employer's Name <b>SUNY Albany</b>		
City <b>Albany</b>		State <b>N.Y.</b>	Zip Code <b>12222</b>
Employer's Address <b>1400 Washington AVE</b>		Employer's Area Code/Telephone Number <b>N.Y. 1222 (518) 442-3300</b>	
9. Does your spouse have "eligible" loans (see instructions) that you want to consolidate with your loans? If yes, have your spouse complete Section B and include your spouse's loans in Section D. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

#### Section B: Spouse Information

To be completed only if you responded "yes" to item #9.

10. Last Name	First Name	Middle Initial	11. Social Security Number
12. Former Name	13. Driver's License Number (List state abbreviation first)		14. Date of Birth (Month, Day, Year)
15. Employer's Name	Employer's Address	Employer's Area Code/Telephone Number	
City	State	Zip Code	

#### Section C: Reference Information

See instructions before completing this section.

16. References:	
Name	<b>Kevin Alicea</b>
Permanent Address	<b>9 Hobbs Ct.</b>
City, State, Zip Code	<b>Pomona N.Y. 10970</b>
Area Code/Telephone Number	<b>914 362-0489</b>
	<b>Craig Phillips</b>
	<b>15 Cooper Drive</b>
	<b>Narquet N.Y. 10954</b>
	<b>(914) 627-7518</b>

#### Section D: Education Loan Indebtedness

See instructions before completing this section.

17. Loan Type	18. Holder/Servicer's Name, Address, and Area Code/Telephone Number	19. B = Borrower S = Spouse J = Joint	20. In-School Period Yes No	21. Account Number	22. Current Balance	23. To Be Consolidated Yes No
Stafford (A)	1 First Federal Plaza P 7-11 Rochester N.Y. 14614 (1-800) 527-2141	B	X	100-58-3368-4 070001	3445.00	Y
Stafford (A)	1 First Federal Plaza P 7-11 Rochester N.Y. 14614 (1-800) 527-2141	B	X	100-58-3368-4 070002	2778.47	Y
Stafford (A)	1 First Federal Plaza P 7-11 Rochester N.Y. 14614 (1-800) 527-2141	B	X	100-58-3368-4 070003	3579.00	Y

#### Section E: Promissory Note (Continued on reverse side)

To be completed by borrower and spouse, if applicable.

##### Promise to Pay:

I promise to pay to the U.S. Department of Education (ED) all sums (hereafter "loan" or "loans") disbursed under the terms of this Promissory Note to discharge my prior loan obligations, plus interest and other fees that may become due as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. If ED accepts this application, it is my understanding that ED will on my behalf send funds to the holder(s) who currently holds the loan(s) selected for consolidation in order to pay off this loan(s). I further understand that the amount of this loan will equal the sum of the amounts that the holders of the loans selected for consolidation verify are the payoff balances on those loans. My signature on this Promissory Note will serve as my authorization to pay off the balance(s) of the loan(s) selected for consolidation as provided by the holder(s) of such loan(s). This amount may be more or less than the estimated total balance I have indicated above. If the verified total balance on the loan(s) to be consolidated exceeds my estimate by \$1,000 or more, ED will notify me before originating my loan.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, including the text on the reverse side, even if I am advised not to read the Promissory Note. I am entitled to an exact copy of this Promissory

Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand, and agree, to the terms and conditions of this Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities.

If applying for a loan with my spouse, we agree to the same terms and conditions contained in the Borrower Certification and Authorization. In addition, we confirm that we are legally married to each other and understand and agree that we are and will continue to be held jointly and severally liable for the entire amount of the debt represented by the Federal Direct Consolidation Loan (Direct Consolidation Loan) without regard to the amounts of our individual obligations that are consolidated and without regard to any change that may occur in our marital status. We understand that this means that one of us may be required to pay the entire amount due if the other is unable or refuses to pay. We understand that the Federal Direct Consolidation Loan we are applying for will be cancelled only if both of us qualify for cancellation. We understand that we may postpone repayment of the loan only if we provide ED with a written request and ED confirms Federal Direct Consolidation Loan Program deferment or forbearance eligibility for both of us.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

24. Signature of Borrower

**Lloyd Melvin Keyes**

Date

**5/29/96**

25. Signature of Spouse (only if Section B is completed)

Date

#### U.S. Department of Education Use Only

Loan Identification Number #1	Loan Identification Number #2	Loan Identification Number #3
-------------------------------	-------------------------------	-------------------------------



OMB No. 1840-0693  
Form Approved  
Exp. Date 6/30/96

### Application and Promissory Note Supplemental Loan Listing Sheet

Section A: Borrower Information

Former's Name

Social Security Number

Lloyd Melvin Keyes

100-58-3368

## Section B: Spouse Information

**(Do not complete unless Section B on Application and Promissory Note is completed.)**

Socuse's Name

Social Security Number

## Section D: Education Loan Indebtedness (Continued)

**See instructions for Application and Promissory Note before completing this section.**

[illegible]

IMAGE-RECORDS  
JUN 05 1996  
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# SLS Loan Application & Promissory Note

Case 7:08-cv-00553-JSG Document 1 Filed 06/19/2008 Page 10 of 14

**WARNING:** ANY PERSON WHO KNOWINGLY MAKES A FALSE REPRESENTATION ON THIS FORM IS SUBJECT TO PENALTIES WHICH MAY INCLUDE FINES OR IMPRISONMENT UNDER THE UNITED STATES CRIMINAL CODE AND U.S.C. 1097.

SECTION I: Supplemental Loan application (to be completed by the Borrower)			Type or Print clearly in ink!
1. SOCIAL SECURITY NUMBER <u>100-58-3368</u>	2. LAST NAME, FIRST NAME, MIDDLE INITIAL <u>Keyes, Lloyd M.</u>	3. BIRTHDATE (Mo/Day/Yr) <u>2/2/73</u>	
4. PERMANENT HOME ADDRESS (Street/P.O. Box, City, State, Zip) <u>9Cottage Place Nanuet N.Y. 10954</u>	5. PERMANENT HOME AREA CODE/PHONE NUMBER <u>(914) 623-8746</u>	6. DRIVER'S LICENSE (Number, State) <u>DL #K05907 02632 28106 N.Y.</u>	
7. LENDER PREFERENCE (check one) Name <u>TCB</u> City, State _____ <input type="checkbox"/> See Below <input checked="" type="checkbox"/> Undecided		8. MAJOR FIELD OF STUDY (use code from instructions) <u>33</u>	
9. PERIOD YOU WANT THIS LOAN TO COVER (Mo/Yr) Fr <u>Oct 91</u> To <u>May 92</u>	10. IF YOU QUALIFY, DO YOU wish to defer principal payments? <input type="checkbox"/> NO (if no, go to 12) <input checked="" type="checkbox"/> YES (if yes, go to 11)	11. DURING DEFERMENT, do you expect to be enrolled: <input checked="" type="checkbox"/> FULL-TIME <input type="checkbox"/> HALF-TIME	
12. DO YOU OWE ANY AMOUNT ON STAFFORD, SLS, ALAS, PLUS, FISL OR CONSOLIDATION LOANS NOT GUARANTEED BY THE TEXAS GUARANTEED STUDENT LOAN CORPORATION? <input type="checkbox"/> YES (if yes, list below) <input checked="" type="checkbox"/> NO (See instructions: DO NOT INCLUDE PERKINS OR HEAL LOANS)			
NAME OF LENDER <u>(N)</u>	CITY AND STATE OF LENDER <u>TEXAS COMMERCE BANK</u>	LOAN PERIOD MO YR to MO YR	AMOUNT STILL OWED LOAN TYPE
13. REFERENCES You must provide information on three different adults, with different U.S. addresses and phone numbers, who will know where to locate you, should the need arise. These are not character references or references to determine your ability to repay the loan. List next of kin (i.e.: parents, guardians, spouse, or relatives) first, then employers, friends, etc. DO NOT leave blanks.			
Name <u>Debbie Keyes</u> Street or PO Box <u>9 Cottage Place</u> City, State, Zip <u>Nanuet N.Y. 10954</u> Telephone No <u>(914) 623-8746</u> Relationship to Borrower <u>Guardian</u> Employer <u>Social Worker Nanuet, NY</u>	Name <u>Aida S. Cardenas</u> Street or PO Box <u>U.H.B.C. Chesapeake Rm 108</u> City, State, Zip <u>Baltimore, Maryland 21238</u> Telephone No <u>(908) 455-1808</u> Relationship to Borrower <u>Girlfriend</u> Employer <u>Student</u>	Name <u>Mark Davis</u> Street or PO Box <u>55 Weathlyn Drive</u> City, State, Zip <u>Bardonia N.Y. 10954</u> Telephone No <u>(914) 623-4551</u> Relationship to Borrower <u>Best Friend</u> Employer <u>not employed</u>	

SECTION II: Promissory Note (to be read and completed by the Borrower)	
<b>PROMISE TO PAY:</b> I, the borrower, promise to pay you, the lender, or any subsequent holder, the entire loan amount I request, to the extent it is advanced to me, including the Guarantee Fee, and interest on the unpaid principal balance plus any other charges which may become due, subject to the terms and conditions of this loan which are disclosed in this packet and on my Disclosure Statement. I understand that this is a Promissory Note, that I should sign this Promissory Note only after reading all of the information disclosed on the back of it and in the rest of this packet, even if otherwise advised; that I am entitled to keep an exact copy of this Application and Promissory Note completed through Section II; and that I am entitled to receive and keep an exact copy of the Disclosure Statement to be issued on this loan. <i>Terms of Note continue on reverse of this page.</i>	
14. LOAN AMOUNT I REQUEST <u>\$ 4000</u>	15. SIGNATURE OF BORROWER <u>X Lloyd M. Keyes</u> I certify that I have read, understand and agree to the Promissory Note, the Borrower's Certification Statement and all the terms and conditions of this loan. I also certify that I have received an exact copy of the Application and Promissory Note.
16. DATE SIGNED <u>10/28/91</u>	

SECTION III: School Certification (to be completed by the Financial Aid Office)				
17. NAME OF SCHOOL <u>University of Houston-Park</u>	18. AREA CODE/TELEPHONE NUMBER <u>(713) 749-1195</u>	19. SCHOOL CODE <u>003052</u>		
20. ADDRESS (Street/P.O. Box, City, State, Zip Code) <u>4800 Calhoun-Rm 315 Collen Houston, Tx 77204-2160</u>	21. LOAN PERIOD (Mo/Day/Yr) Fr <u>8-26-91</u> To <u>5-16-92</u>			
22. GRAD DATE (Mo/Yr) <u>5/95</u>	23. GRADE LEVEL <u>10</u>	24. DEPENDENCY STATUS <input type="checkbox"/> Dependent <input checked="" type="checkbox"/> Independent		
25. EST COST OF EDUCATION FOR LOAN PERIOD <u>\$ 11,185</u>	26. EST FINANCIAL AID FOR LOAN PERIOD <u>\$ 7005</u>	27. SUPPLEMENTAL LOAN ELIGIBILITY <u>\$ 4000</u>		
29. IRREGULAR DISBURSEMENT AUTHORIZATION <input type="checkbox"/> YES	30. SPECIFIED DISBURSEMENT DATES (Mo/Day/Yr) AND AMOUNTS 1. <u>10/30/91</u> \$ <u>2000</u> 2. <u>1-2-92</u> \$ <u>2000</u> 3. <u>✓</u> \$ <u>✓</u> 4. <u>✓</u> \$ <u>✓</u>		34. DEFERMENT CERTIFICATION (Check one and complete data) I expect the borrower to be enrolled for: <input checked="" type="checkbox"/> FULL TIME STUDY Until: Mo <u>5</u> Yr <u>95</u> <input type="checkbox"/> HALF TIME STUDY Until: Mo <u>✓</u> Yr <u>✓</u>	
32. SIGNATURE OF FINANCIAL AID ADMINISTRATOR <u>X [Signature]</u> I have read, understand, and agree to the school certification printed on the reverse side of this application.	33. PRINTED NAME/TITLE <u>Ralph P. [Signature]</u> <u>Financial Aid [Signature]</u>	34. DATE SIGNED <u>10/29/91</u>	35. APPLICATION TRANSMITTED BY <input checked="" type="checkbox"/> YES	

SECTION IV: Lender Application for Guarantee (to be completed by the Lender)			
36. NAME OF LENDER <u>TCB</u>	37. LENDER CODE <u>831420</u>	38. TEXAS COMMERCE BANK HOUSTON 01	
39. CITY, STATE, ZIP CODE <u>HOUSTON TX 77001</u>	40. AREA CODE/TELEPHONE NUMBER <u>(713) 749-1195</u>	41. APPROVED LOAN AMOUNT <u>\$ 4000</u>	
42. SIGNATURE OF LENDING OFFICIAL <u>X Ramiro Gomez</u>	43. PRINTED NAME/TITLE <u>[Signature]</u>	44. DATE SIGNED <u>11/4/91</u>	

## A. Repayment

I will repay the amount due on this Promissory Note in periodic installments except when permitted to postpone my payments through authorized deferments or forbearances.

## B. Interest

I agree to pay simple interest on the principal I borrow from the date you advance the loan.

My interest rate will be a variable rate, adjusted annually, which cannot exceed 12%. The variable rate will be determined by the Secretary of the United States Department of Education in accordance with the Higher Education Act of 1965, as amended. The rate may change each July 1 and applies to the twelve month period beginning on that date. The variable rate in effect for the beginning of my loan will be disclosed on my Disclosure Statement.

You may capitalize (add to principal) any interest due between disbursements or during authorized periods of deferment or forbearance. If I become delinquent on any interest due and fail to resolve the delinquency after written notification, I agree that you may capitalize (add to principal) the unpaid delinquent interest and any future interest that accrues during the remainder of the period between disbursements or the deferment or forbearance. This may occur no more often than permitted by regulation or law.

## C. Guarantee fee

I agree to pay a guarantee fee, if required, to you for the Texas Guaranteed Student Loan Corporation's insurance coverage (guarantee) on this loan.

This fee may not exceed amounts authorized by Federal law. It will be deducted proportionately from each disbursement of my loan and forwarded to TGSLOC by you. The exact amount(s) that I will be charged for this fee will be stated on my Disclosure Statement. I am entitled to a refund of the guarantee fee paid if I return my loan check uncashed or pay back this note in full within 120 days of disbursement.

## D. Collection costs

If I fail to make a payment on time, you may collect from me all charges and other fees, including attorney's fees, that are permitted by federal laws and regulations for the collection of my loan.

If my loan is referred to a collection agency that is subject to the Fair Debt Collection Practices Act, you may collect from me those collection costs which do not exceed 25 percent of the money I still owe on my loan.

## E. Late charges

You may collect from me a late charge of up to six percent (6%) of each late installment or the maximum amount permitted by state law if I fail to make a payment within ten days of when it is due, or if I fail to provide the forms required to prove that I am eligible for deferment within that period of time.

## F. Default

I default on this loan if I fail to make a loan payment within 180 days of when it is due, or if I receive and keep my loan money but fail to enroll in the school named on my application as at least a half-time student during the loan period.

If I default, you may require that I immediately repay the entire amount I still owe on the loan, including interest.

My default will be reported to credit bureaus. This may prevent me from obtaining other credit in the future. I will be notified at least 30 days before my default is reported to credit bureaus. The default will not be reported if I then repay my loan within that period.

My default will be reported to any school I have attended, am attending, and will attend.

I will no longer be eligible for: Pell Grants, Byrd Scholarships, Supplemental Educational Opportunity Grants, State Student Incentive Grants, College Work-Study, Perkins Loans (formerly NDSL), Stafford, SLS, PLUS, Consolidation, Income Contingent Loans, or deferments. My federal and/or state income tax refunds may be withheld. My wages may be garnished. The renewal of any professional or occupational license I hold may be denied. Any current holder of my loan, or TGSLOC may sue me to collect this loan and the costs associated with its collection.

## Additional agreements

No provision of this note can be waived or modified except in writing. If any provision of this note is determined to be unenforceable or is prohibited by law, that provision shall be considered ineffective without invalidating the other provisions of the note. Your failure to enforce any terms of this note is not a waiver of your rights.

## Borrower Certification

I declare under penalty of perjury under the laws of the United States of America that the following is true and correct.

■ I expect to be enrolled at least half time for the period of this loan.

■ I am not now in default on any federal education loan and do not owe a refund on any federal education grant or scholarship.

■ The information contained in Sections I and II of this Application is true, complete and correct to the best of my knowledge and belief and is made in good faith.

■ The proceeds of any loan made as a result of this Application will be used for educational expenses for the loan period and school named on this Application. I understand that if they are not, I must immediately repay this loan.

I authorize the school that certified my application or any school that I may attend to provide to the lender that made my loan or any subsequent holder, including the Texas Guaranteed Student Loan Corporation and the U.S. Department of Education or their agents, any refund which may be due to me up to the amount of this loan and any requested information pertinent to this loan (e.g., employment, enrollment status, or current address).

I understand that credit reports on borrowers are not required; however, I authorize my lender to obtain a credit report on me if he/she chooses.

## School Certification

I hereby certify that the student named in Section I of this application is accepted for enrollment or is enrolled as at least a half time student, and is making satisfactory progress in a program determined to be eligible for this loan program. I further certify that the student is eligible for this loan program based on all applicable provisions of federal law and regulations. I further certify that the disbursement schedule, applicable to the loan applied for and provided by this institution complies with the requirements of the Higher Education Act of 1965, as amended. I further certify that, based upon records available at this institution and due inquiry of the student, the student has satisfied the requirements under the Selective Service Act necessary to receive financial aid, is not in default on any loan made under Title IV student assistance programs identified in 34 CFR Part 668, and is not liable for any refund of any grant made under any student assistance program identified in 34 CFR Part 668. I further certify that this institution will comply with all applicable provisions of federal law and the rules, regulations, policies, and procedures of the Texas Guaranteed Student Loan Corporation in the administration of this loan. The information provided in Sections I, II, and III and this School Certification is true, complete, and correct to the best of my knowledge and belief.

EXHIBIT B



U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #2 OF 2

Lloyd M. Keyes  
Aka: Lloyd Melvin Keyes  
47 Kennedy Drive  
West Haverstraw, NY 10993  
Account No. XXXXX3368

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 01/31/08.

On or about 05/29/96, the borrower executed a promissory note to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for \$21,184.68 on 09/04/96 and 09/25/96 at a variable rate of interest to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on 09/30/97. Pursuant to 34 C.F.R. § 685.202(b), a total of \$592.02 in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of \$285.24 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$11,122.43
Interest:	\$7,805.81
 Total debt as of 01/31/08:	 \$18,928.24

Interest accrues on the principal shown here at the current rate of 8.02 percent and a daily rate of \$2.44 through June 30, 2008, and thereafter at such rate as the Department establishes pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on:

3/19/08

  
Loan Analyst  
Litigation Support

U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 2

Lloyd M. Keyes  
Aka: Lloyd Melvin Keyes  
47 Kennedy Drive  
West Haverstraw, NY 10993  
Account No. XXXXX3368

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 01/31/08.

On or about 10/28/91, the borrower executed promissory note(s) to secure loan(s) of \$4,000.00 from Texas Commerce Bank (Houston, TX). This loan was disbursed for \$4,000.00 on 01/06/92, at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by Texas Guaranteed Student Loan Commission and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 01/12/93, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$4,671.34 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 06/16/95, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$145.22 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$4,671.34
Interest:	\$4,609.16
Total debt as of 01/31/08:	\$9,280.50

Interest accrues on the principal shown here at the current rate of 8.20 percent and a daily rate of \$1.05 through June 30, 2008, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on:

3/19/08

  
Loan Analyst  
Litigation Support

JUDGE BRIANT

08 CV 5535  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
ROBERT BERNACCHIA, as Guardian of  
ANNA AMANDA BERNACCHIA,

Plaintiff,

Civil Action Number:

-against-

VERIFIED COMPLAINT

AETNA,

Defendant.  
-----X

Plaintiff, ROBERT BERNACCHIA, as Guardian of ANNA AMANDA BERNACCHIA,  
by his attorney, DAVID L. TRUEMAN, ESQ., as and for his Complaint, herein alleges the  
following upon information and belief:

INTRODUCTION

1. Plaintiff, Robert Bernacchia, was appointed guardian of Anna Amanda Bernacchia, after she suffered a heart attack and subsequent brain damage, which left her in an irreversible vegetative state. As a result, Mrs. Bernacchia has been a resident of Wingate at Beacon, a nursing facility, in which she receives nursing and custodial care. Pursuant to her health insurance coverage provided through her husband's employer, from the time of her injury until March 12, 2007, Aetna had been paying for all medical and treatment services. In a letter dated February 15, 2007 Aetna denied further payment as of March 12, 2007. The denial was appealed and upheld by Aetna in its First Level Appeal determination. The First Level Appeal determination was appealed in a Second Level Appeal, filed with Aetna on November 15, 2007, and supplemented on November 20, 2007. Aetna failed to respond to the Second Level Appeal in a timely manner and, subsequent to inquiries by

Mrs. Bernacchia's attorney, responded in a letter dated March 25, 2008 acknowledging it had failed to make a timely Second Level Appeal determination and reversing its March 12, 2007 denial of care. Both Aetna's assertion that the denial was overturned as well as New York Insurance Law § 4904 governing insurers' failures to respond to appeals in a timely manner, mandates that Aetna is obligated to pay for all of Mrs Bernacchia's medical and treatment services from March 12, 2007 until the present and to authorize all further medical and treatment services for Mrs. Bernacchia. Aetna has refused to provide such payment and authorization and Mr. Bernacchia, on behalf of his wife, brings this action for injunctive and declaratory relief.

#### PARTIES

2. At all relevant times herein, Plaintiff, Robert Bernacchia, has been a citizen of the United States and a resident of New York, residing at 162 Spring Valley Road, Beacon, New York.
3. Mrs. Bernacchia, suffered a heart attack and consequent brain damage leaving her in a permanent vegetative state.
4. Mrs. Bernacchia currently resides at Wingate at Beacon, a nursing facility, located at 10 Hastings Drive, Beacon, New York. Bernacchia was first admitted on August 9, 2002.
5. Mr. Bernacchia obtained guardianship over Mrs. Bernacchia on January 24, 2003. (The Order appointing Mr. Bernacchia as Guardian is attached as Exhibit "A.")
6. At all times relevant hereto, Mr. Bernacchia was a participant in a health benefits insurance plan ("Plan") administered by Mr. Bernacchia's employer, Liberty Lines, as defined by § 28 U.S.C. § 1002(7).